

TERMS OF REFERENCE

ENGAGEMENT OF COURIER SERVICES FOR THE DELIVERY OF DOCUMENTS LINKED TO THE AUTOMATED DOCUMENT DELIVERY SYSTEM OF THE BUSINESS PERMITS AND LICENSING DEPARTMENT OF QUEZON CITY

I. OBJECTIVE

To ensure faster, efficient, timely, and secure delivery of official documents and other printed matter to taxpayers, the Business Permits and Licensing Department (BPLD) needs to engage the services of a qualified and licensed courier service provider (provider).

II. SCOPE OF SERVICES

1. Pick-up of documents and other matters from the BLPD and delivery to the addressee, within the period specified or three (3) calendar days from pick-up.
2. In instances where the addressee/s cannot be located, or delivery is not effected at the first attempt for reasons not due to the fault of the provider, the latter shall pursue the delivery up to three (3) more attempts provided that it shall immediately inform the BLPD for further instructions. The BLPD may then modify delivery details to assist in the succeeding deliveries. Should succeeding deliveries remain unsuccessful, the provider shall return the document(s) to the BLPD, stating the reasons and proof of non-delivery thereof.
3. Release of documents and other printed matter shall be made only to the business owner or to its authorized representative, and only upon presentation and verification by the provider of the authenticity of the identification card/s presented by the addressee or its authorized representative.
4. Return to the BLPD any undelivered document or other matters within three (3) calendar days from dispatch.
5. Submit certified weekly summary report supported by proof of deliveries or other form of verification not later than three (3) working days after the end of every week.
6. Submit to the BLPD the Billing/Statement of Accounts every end of the month based on the actual number of deliveries made per month.

The winning provider's delivery system must be able to link with the Automated Document Delivery System of the BPLD to enable real-time monitoring of delivery activity.

III. MINIMUM QUALIFICATIONS

1. Proven track record of at least five (5) years in the handling of "door to door" and "express delivery" of sensitive and valuable documents, proof of which should be presented in the attached Information Sheet;
2. With wide range delivery network;
3. With online document delivery tracking system to facilitate verification status of delivery by the BLPD and the taxpayer/requesting party; and
4. Posting of a bond to insure faithful performance of and compliance with the contract.

IV. DURATION OF THE PROJECT

The project shall run from January 1 to December 31, 2022 or until the allocated budget has been consumed, whichever comes first, and shall commence immediately upon signing of the contract.

The BLPD reserves the right to terminate the contract due to default, insolvency, or for other cause(s) under the law. In case of termination of contract, it shall result in the forfeiture of the bond posted by the provider, and without prejudice to other penalties and/or liquidated damages under pertinent laws and rules and regulations.

V. BUDGET ALLOCATION

1. The allocated budget for the project is **ELEVEN MILLION SEVEN HUNDRED THOUSAND PESOS (PHP 11,700,000.00)**, inclusive of incidental expenses and other government fees and charges. The price schedule per delivery is as follows:

KM	BASE FARE (PHP)	SUCCEEDING FEE PER KM (PHP)	BUDGET ALLOCATION (PHP)	DELIVERIES
5	90.00	10.00	PHP 11,700,000.00 (ELEVEN MILLION SEVEN HUNDRED THOUSAND PESOS ONLY)	ESTIMATED 78,000 (SEVENTY EIGHT THOUSAND) DELIVERIES OR UNTIL ALLOCATED BUDGET SHALL HAVE BEEN EXHAUSTED, WHICHEVER COMES FIRST.
11	90.00	15.00		

2. Payment shall be made to the provider on a monthly basis based on actual deliveries made within forty five (45) days from receipt of the Billing/Statement of Accounts.

VI. CONFIDENTIALITY AGREEMENT

The winning bidder shall execute and sign a Confidentiality and Non-Disclosure Undertaking upon receipt of the Notice of Proceed.

VII. CONTRACTUAL RELATIONS

1. It is hereby acknowledged that the provider, its personnel, staff, and representatives do not have any authority to incur, and agree not incur, any obligation or liability, whether express or implied, on behalf of the Quezon City Local Government, its officials, personnel, staff, and/or representatives, including those belonging in or connected with the BLPD.
2. The provider is being engaged as an independent contractor, and employer-employee relationship only exists between the provider and its personnel, staff, and representatives. The provider shall properly inform its personnel, staff, and representatives that it retains its power of control and supervision over its concerned personnel, staff, and representatives and the work to be performed. It shall be the exclusive responsibility of the provider to comply with all pertinent labor laws, rules and regulations concerning the employment of its personnel, staff, and representatives, including the payment of their salaries, wages, and other wage-related benefits.
3. The provider hereby agrees that the Quezon City Local Government, its officials, personnel, staff, and/or representatives, including those belonging in or connected with the BLPD, shall be free from any claims, liability or cause of action which may be filed by any of the provider's personnel, staff, and representatives by reason of his/ her employment with the provider under this contract, except as to its liabilities expressly mandated by applicable laws. Accordingly, the provider's personnel, staff, and representatives shall remain its employees and not of the Quezon City Local Government or that of BLPD.
4. The provider agrees to defend and indemnify the Quezon City Local Government, its officials, personnel, staff, and/or representatives, including those belonging in or connected with the BLPD, for any obligation, claim, suit or demand for tax, retirement contribution, social security, salary or wages, overtime payment, or workers' compensation payment which the BLPD may be required to make on behalf of the provider or any employee of the provider, for work done under this contract. This is a continuing obligation that survives for a period of five (5) years from the completion of the services or from the effective date of termination of this contract.
5. To the fullest extent permitted by law, the provider shall also indemnify, defend, and hold harmless the Quezon City Local Government, its officials, personnel, staff, and/or representatives, including those belonging in or connected with the BLPD, from and against any and all liability (including without limitation of all claims, damages, penalties, fines, and judgments, associated investigation and administrative expenses, and defense costs, including but not limited to reasonable attorneys' fees, court costs, and costs of alternative dispute resolution) resulting from any claim of discrimination or harassment, including but not limited to sexual harassment, arising from the conduct of either the provider, its personnel, staff, and/or its representatives. In the event of a complaint for discrimination or harassment against the provider, any of its personnel, staff, and/or representatives, the provider shall take immediate and appropriate action or remedy in response to such complaint. The provisions of this paragraph survive for a period of five (5) years from the completion of the services or from the effective date of termination of this contract.

VIII. LIQUIDATED DAMAGES

In case of unjustified delay in the service of documents and/or other matters to the addressee(s), an amount at least equal to one-tenth of one percent (1/10 of 1% or 0.1%) of the cost of the unperformed portion shall be imposed upon the provider as liquidated damages for every day of delay. In the event that the

cumulative amount of liquidated damages amount to ten percent (10%) of the total amount of the contract, the BLPD may rescind the contract, without prejudice to other available actions or remedies under the law.

IX. PROHIBITION AGAINST SUBCONTRACTING OR ASSIGNMENT

1. The provider shall not contract with any other entity to perform in whole or in part the services required under this contract, without the express written approval of the Quezon City Local Government through the BLPD.
2. This contract or any interest herein may not be transferred, assigned, conveyed, or encumbered voluntarily or by operation of law, whether for the benefit of the creditors or otherwise, without the prior written approval of the Quezon City Local Government through the BLPD.

X. GOVERNING LAW AND DISPUTE RESOLUTION

1. This Agreement shall be governed and construed in accordance with the laws of the Republic of the Philippines. In the event of any difference or dispute arising between the parties relating to the validity, interpretation, construction, or performance of this contract, the parties will expend best efforts to settle amicably such difference or dispute by consultation, negotiation, and mediation within thirty (30) days from notice.
2. Should any dispute arise from this contract, the parties shall try to settle them amicably. However, if the parties fail to settle their disputes amicably, the venue for litigation shall be before the competent courts of Quezon City, to the exclusion of all other courts.
3. The failure of either party to enforce its rights under this contract at any time for any period shall not be construed as a waiver of such rights. If any part, term, or provision of this contract is held to be illegal or unenforceable, neither the validity nor enforceability of the remainder of this contract shall be affected. Neither party shall assign or transfer all or any part of its rights under this contract without the consent of the other party.

XI. AMENDMENT

This contract may not be altered, amended, or substituted by another through any act of tolerance or verbal agreement of any party thereto or its representative. Any alteration, amendment, or substitution may only be valid if made in writing and duly signed by either contracting parties or their duly authorized representatives. This contract constitutes the entire understanding between the parties relating to the subject matter hereof unless any representation or warranty made about this contract was made fraudulently and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations, or understandings with respect hereto.

XII. SEVERABILITY

If any provision of this contract is held to be illegal, invalid, or unenforceable, in whole or in part, the legality, validity, and enforceability of the remainder of this document shall not be affected. In such a case, then this contract, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included or written.


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